

A. G. Contract No. KR94 2787TRN
ECS File No.: JPA 94-199
Project: H3952 01C
Section: A Avenue
7th Street - 10th Street
Border Area Transp. Program

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF DOUGLAS

THIS AGREEMENT is entered into _____, 1995, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF DOUGLAS, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The City and the State recently completed a Douglas area transportation study, which indicates a requirement to accomplish Border Area Transportation Program roadway improvements, including, but not limited to A Avenue from 7th street to 10th street in the City, hereinafter referred to as the Project, which will accomodate increased traffic resulting from NAFTA. The parties agree the City will be the lead agency for the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The City will:

a. Provide Project plans and such other documents and services required for construction.

b. Supervise construction of the Project, administer same and be responsible for all costs over and above the State's contribution of \$120,000.00. Be responsible for any contractor claims for extra compensation attributable to the City.

c. Provide construction engineering for the Project, and upon completion, approve and accept the Project on behalf of the parties hereto, and provide maintenance.

d. Invoice the State for the State's share of the Project in an amount not to exceed \$120,000.00.

2. The State will:

a. Review the Project documents and provide comments.

b. Provide construction assistance as available at no cost to the City.

c. Be responsible for any contractor claims for extra compensation attributable to the State.

d. Reimburse the City for the State's share of the Project in an amount not to exceed \$120,000.00, within thirty (30) days after receipt and approval of invoices.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Douglas
City Manager
425 10th Street
Douglas, AZ 85607

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF DOUGLAS

STATE OF ARIZONA

Department of Transportation

By Elizabeth H. Ames
ELIZABETH AMES
Mayor

By Harry A. Reed FOR WAR
HARRY A. REED, Director
Transportation Planning
Division

ATTEST

By Leticia B. Rodriguez
LETICIA RODRIQUEZ
City Clerk

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5 RESOLUTION NO. 95-065

6 A RESOLUTION OF THE MAYOR AND THE CITY
7 COUNCIL OF THE CITY OF DOUGLAS, COCHISE
8 COUNTY, ARIZONA, AUTHORIZING THE MAYOR TO
9 EXECUTE AND ENTER INTO AN
10 INTERGOVERNMENTAL AGREEMENT WITH THE
11 STATE OF ARIZONA DEPARTMENT OF
12 TRANSPORTATION TO MAKE BORDER AREA
13 TRANSPORTATION ROADWAY IMPROVEMENTS TO A
14 AVENUE FROM 7TH STREET TO 10TH STREET IN
15 DOUGLAS, ARIZONA.

16 WHEREAS, the City of Douglas has authority under
17 Arizona Revised Statutes Section 48-572 to enter into
18 agreements with the State of Arizona to improve streets; and

19 WHEREAS, the State of Arizona, acting by and through the
20 Arizona Department of Transportation, has authorized payment
21 to the City of up to One Hundred Twenty Thousand Dollars
22 (\$120,000.00) for Border Area Transportation Program roadway
23 improvements on A Avenue from 7th Street to 10th Street; and

24 WHEREAS, the total cost of the roadway improvement
25 project is expected to be \$120,000.00; and

26 WHEREAS, the proposed improvements will benefit the City
27 of Douglas by accommodating increased traffic resulting from
28 NAFTA on A Avenue;

29 NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL
30 OF THE CITY OF DOUGLAS, ARIZONA, AS FOLLOWS:

31 Section 1. The Mayor is authorized and directed to
32 execute the Intergovernmental Agreement Between the State of
33 Arizona and the City of Douglas that is attached hereto and
34 the Mayor is further directed to take whatever action is

RESOLUTION

BE IT RESOLVED on this 4th day of November 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Transportation Planning Division, to enter into an agreement with the City of Douglas for the purpose of defining responsibilities for the construction of improvements to SR-80 (A Avenue) in the City to accomplish portions of the BAT program.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Director, Transportation Planning Division.

A handwritten signature in black ink, appearing to read 'L. S. Bonine', is written over a horizontal line.

LARRY S. BONINE
Director

JPA 94-199

APPROVAL OF THE DOUGLAS CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF DOUGLAS and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 19th day of January, 1995.

A handwritten signature in cursive script, appearing to read "A. G. Smith", is written over a horizontal line.

City Attorney